BOOK 34 FACE 642

Howard H. Kelly, Realty Inc.

108 W. Patrick Street

Phone: 663-9555

Frederick, Md.



CONTRACT OF SALE

APPROVED BY THE FREDERICK COUNTY BOARD OF REALTORS

THIS AGREEMENT OF SALE, made this 4th day of December	. 1963 by mai
hetween Harry Prongas and Elizabeth W. Prongas, his wife	Seller
whose address is Old Frederick Road, Rocky Ridge, Frederick Count, Mary Lind	
James E. Roberts and Bernnette E. Roberts, his wife	, Purchavr
whose address is 6319 Old Washington Road, Elkridge, Mary and 22127	so from the former
Witnesseth, that the Seller does hereby bargain and sell unto the said Purchaser, and the latter does hereby purchase the following described property, situate in N?S of New Cut Road and W/Long's and Hoad, reder	_cr. J
65 acres, more or less, improved with old frame farm house and butto 1.4.2.5.	Liber Car,
folio 698 with improvements thereon known as The Harry and Elizabeth Whittum Prongas property.	
(including hearingsphandings and lighting fixtures, ************************************	was conditioned and the same of the same o
STACECX	
and all trees, shrubs, and plants as now installed on the premises,, except as follows:	
at and for the price of	
= Sixty-five Thousand Dollars (\$65,50)	• No.
of which One Thousand Dollars (1,00)	j.
has been paid in the form of check prior to the signing hereof, and the balance to	o be paid as follows
SEE THE R EVERSE HEREOF	
	.3
Settlement to be on or before December 32, 273 JAN. 15, 1974 L.R. And upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of the property to the Purchaser Titue.	De L'
And upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of further assurance shall be executed at the expense of the Seller, which shall convey the property to the Purchaser Titue	special warranty and to be good and mer
chantable, free of liens and encumbrances except as specified herein and except: Use & occupancy restrictions of pub generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, a easements for public utilities and any other easements which may be observed by an inspection of the property.	he record which are
If Seller shall be unable to convey title in accordance with the provisions of this contract, Seller shall be entitled the closing of title hereunder for a period of not more than thirty (30) days for the purpose of removing the defect or	to an ajournment of defects in title. If the
defect or defects are not removed within such period. Purchaser shall have the right to rescind this contract. In which made on account of the purchase price shall be refunded to Purchaser, together with the reasonable expenses incurrent title examination and/or survey. Seller, however, shall not be liable for damages by reason of any defect in the title	en case al payments
If the Purchaser shall fail to make settlement as herein agreed, the deposit herein provided for may be fortested. Seller; in the event of any such forfeiture of the deposit, the Realtor shall be entitled to one-half, said amount not to mission as hereafter specified.	at the option of the exceed the full com-
Rent, water rent, taxes and all other public charges on an annual basis against the premises shall be apportioned ment, at which time possession shall be given, unless otherwise agreed upon herein. Purchaser shall pay for all other reshall provide deed and pay half of the required tax stamps and half of other transfer taxes, if any	as of date of settle- ecording costs. Selier
The herein described property is to be held at risk of the Seller until legal title has passed or possession has been gistood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as hereto, as their interests may appear, and shall continue said insurance in force during the life of this contract	ven it is also under- to protect all parties
Upon passage of title, Seller agrees to deliver possession of the premises, clean of debris, and with all heating, and mechanical fixtures and equipment in operating condition.	plumbing, electrical
The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, admin that this contract contains the final and entire agreement between the parties hereto, and they shall not be bound by a statements, warranties or representations, oral or written, not herein contained; three being of the essence of their sections.	any terms, conditions,
The Seller recognizes Howard H. Kelly Realty, Inc. as the Realtor negotian	
	price, and the part pay same to Realter is made
WITNESS the hands and seals of the parties hereto the day and year first above written. Executed in	Les
Transfer Harry SELLER'S SIGNATURE FIRM SELLER'S SIGNATURE FLORING A MADDIN Elicabeth 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Prongas 1911.
Toward Melly Elizabeth W. SELLERS SIGNATURE Elizabeth W. SELLERS SIGNATURE	inoligas
WITNESS-AS TO BLYER'S SIGNATURE James E. BLYER'S SIGNATURE	Loverts NAI.
WITNESS-AS TO BUYERS SIGNATURE Bernnette E. BUYLKS SIGNATURE	noberts
went Eichert /	
slid November 26,1974 NOTE MISCELLANEOUS PROVISIONS ON BACK OF CONTRACT	